

TERMS AND CONDITIONS OF RENTAL

Translation not legally valid

ARTICLE 1 – OBJECT OF CONTRACT

This contract is an agreement to put at the disposition of the client a boat for a bare-boat charter.

The identity of the charter agency, the hirer, the boat, the price and charter period are mentioned in this contract by the charter agency

PAIEMENT CONDITIONS

The payment of the charter must be done in three parts:

The first instalment payable **at the signature of the present contract** is 30% of the total rental price on reservation.

The second instalment **of** 30% of the total rental price payable three month before departure.

The balance of the rental price will be paid **no later than 30 days before the start of the rental period.**

ARTICLE 2: RESILIATION OF THE CONTRACT BY THE TENANT.

If the tenant cancels his rental and terminates the contract, the cancellation costs charged by the hirer shall be under the following conditions:

If the cancellation is:

- more than six months before the start of the rental, only the administration cost of 300 Euros, included in the rental price, will be paid by the tenant.

Less than six months before the start of the rental, the instalment or instalments paid under Article 1 will be kept by the hirer.

Less than 30 days before the start of the rental, the total amount of the rental price is due to the hirer, who has the right to claim the balance of the rental unpaid by that date

ARTICLE 3 - RESILIATION OF THE CONTRACT BY THE HIRER.

In the case of an incident occurring during the previous rental or for reasons beyond his control, the tenant cannot have the use of the boat previously stated, the hirer is held to:

- either make available to the tenant a boat of similar or superior characteristics, possessing the same number of berths, or to reimburse the instalment or instalments paid.

In case of a late delivery of the boat, the rental price will be reduced by a sum corresponding to the price of the rental days lost. If the delay exceeds more than two days, the tenant can terminate the contract under the above conditions.

ARTICLE 4 - OBJECT AND RETURN OF THE DAMAGE DEPOSIT

The damage deposit paid by the tenant, as detailed in Article 1, is to cover any deterioration to the rented equipment or loss of objects by the tenant that are not covered by the fully comprehensive insurance. This insurance has an excess, the amount of this excess being covered by the damage deposit.

If the boat is returned in good condition, after an inspection of the hulls under the float line, the damage deposit will be returned to the tenant within two weeks of the end of the rental period.

In the case of a deterioration or loss of the rented equipment caused by the tenant and not covered by the insurance, or if a doubt exists, the return of the damage deposit will be delayed until the corresponding costs are paid by the tenant within a delay of thirty days. After thirty days the damage deposit will be banked.

If the deterioration or loss is the result of an incident covered by the insurance policy, the damage deposit will be returned as soon as the insurance company has reimbursed the cost of this deterioration or loss. The return of the damage deposit will be after deduction of the excess and all charges that may result from the incident not included in the insurance reimbursement (telephone costs, travel expenses, gardiennage, boat transport, eventual expert evaluations)

If the damage deposit amount is inferior than the excess and additional charges not taken on by the insurance company, the hirer will, within his rights, demand that the tenant pay the balance.

In the case of discordance between the hirer and the tenant on the origin of the deterioration or loss sustained by the rented equipment (damage caused by the tenant or natural wear and tear therefore the hirer's responsibility), an evaluation of the cause will be requested, either to a duly qualified professional or an assurance expert, on the cause of the damage.

ARTICLE 5 - BOAT INSURANCE

The hirer subscribes to a "fully comprehensive" insurance which has a clause stating that the tenant benefits from this insurance during the rental period.

The insurance must cover all accidents which could happen to the boat and particularly:

- accidental loss or damage caused to the insured boat, total theft or piracy
- civil responsibility, cover of legal costs
- assistance
- partial theft of boat accessories with infraction

The hirer must bring to the attention of the tenant the risks covered and non-covered by the insurance contract to which he subscribes and be able to produce a copy of the clauses that apply.

Excluded from the boat insurance is the loss or damage of personal objects belonging to the tenant or the crew as well as the costs entailed by the late restitution or delivery of the boat in a port other than that is detailed in the contract.

ARTICLE 6 - EXCESS

The amount of the excess is established by the principle insurance policy covering the boat in question and can be no higher than the damage deposit. The excess for the Hanse 345 is 3000 euros per incident.

The tenant is his own insurer up to the amount of this excess, if the hirer is proved responsible then this will be to his charge.

ARTICLE 7 - THE TAKING POSSESSION AND USE OF THE BOAT

7.1 Taking possession

The taking possession of the boat cannot take place until the rental price has been paid in full, the damage deposit paid, the inventory has been signed, a proof of residence and photocopy of identification papers been produced.

The hirer must deliver the boat to the tenant in a perfect state of navigation, equipped and armed in accordance with the laws and regulations dictated by the relevant authorities for the category of sailing previewed; all the equipment must be in perfect working order.

The description of the boat and its equipment are stated in the inventory which must be delivered to the tenant at the same time as the official table of instruments, documents and obligatory nautical equipment, the ownership documents and the security title of the boat.

The tenant has 24 hours from taking possession of the boat to check the good working order of the boat and its equipment. The hirer will assure that the tenant has a free mooring in the port of embarkation for the departure day.

The signing of the inventory acknowledges the good working order of the boat with the exception of hidden faults.

Any comments or observations on the malfunction or absence of any equipment must be marked in the log book.

7.2 Use of the boat

The authorised sailing zones are as follows:

60 ° north latitude, 30 ° south latitude, 20 ° west longitude, 38 ° east longitude

Sailboats are registered Class A navigation according to the number of passengers indicated

the nameplate of the boat.

The trawlers are registered Class B navigation depending on the number of passengers indicated the nameplate of the boat.

The tenant declares that the skipper is responsible for the following:

- He must hold a boat permit for a motor boat at sea or on river corresponding to the category of navigation required by the laws in operation.
- In all cases, the skipper must be able to assure the hirer of his sea and sailing knowledge and be able to take responsibility for the sailing boat with a competent crew (fill out and return annexes 1 and 2).
- He swears to take on board only the number of people corresponding to the current regulations and to use the boat only for pleasure cruising within the guidelines set down by the maritime and fluvial laws, excluding all types of commerce, professional fishing, transport or other.
- He promises to always act in the best interest of the boat.

He alone will answer to any non-respect of the rules dictated by the administration services charged with navigational surveillance.

LOG BOOK.

THE SKIPPER OF THE CHARTERED BOAT IS RESPONSABLE, IN CORRESPONDANCE WITH THE LAWS AND REGULATIONS ON PLEASURE CRUISING, FOR KEEPING THE LOG BOOK, DURING THE ENTIRE CHARTER PERIOD.

7.3 Damages

In case of damage or loss of material during the course of the rental, the skipper must:

- if the damage is slight and doesn't stop the cruise continuing, have repaired or get replaced the missing material on condition that the cost does not exceed 300 euros.
- if the damage or loss is more important, make contact immediately with the hirer, or as soon as he reaches port, and follow his instructions exactly on telephoning 04 94 55 23 23 or 06 09 52 02 18.
- Under no circumstances can the loss of use of the boat give cause for compensation.

The costs met by the tenant will be reimbursed by the hirer on his return on presentation of the bill, on condition that the damage is not due to a fault or negligence on the part of the tenant or the people aboard.

ARTICLE 8 - THE RETURN OF THE BOAT.

The tenant is responsible for returning the boat and its equipment in good working order and clean. In accordance with Article 3, a reduction of the damage deposit can take place in order to cover the deterioration or losses incurred by the tenant.

The tenant is responsible for returning to the port of embarkation, on the date stated in this contract, where he has the use of a free mooring for this day. A member of our staff must inspect the boat in order to check its good condition. If we have accepted that you bring the boat back to port outside our normal working hours, you remain responsible for the condition of the boat until a staff member has examined it. In case of delay, the tenant will be obliged to pay the hirer an indemnity for the late day, equal to the daily price of the present rental plus costs and damages that the hirer will eventually have to pay to the following tenant, for loss of the use of the boat. In case of accident occurring at sea preventing the return at the stated date, the tenant must make contact with the hirer as soon as possible and make a sea report on the accident.

ARTICLE 9 - BENEFITS PAYABLE BY THE REMAINING TENANT.

The supply of fuel, lubricants, candles, batteries, rights of passage through ports and in general, all consumable materials remain the responsibility of the tenant.

The boat will be delivered refuelling done and must be returned in the same conditions.

The tenant will perform maintenance on the engine - oil changes, greasing ... etc ... - When provided according to the instructions of the owner.

SECTION 10 - PROOF OF IDENTITY.

The tenant and all members of the crew, must send to the headquarters of Tendance Voile, a crew list and a photocopy of their identity papers and

proof of residence of the Tenant, no later than one month before boarding.

In case of dispute, the parties agree to attempt to find an amicable solution. For this purpose, they shall designate the name of a sole conciliator, who will:

- Hear the parties on the subject of their dispute.
- Propose a solution to resolve the dispute fairly.
- In case of acceptance, establish a report of conciliation and in case of non-acceptance, establish a report of non-conciliation.

ARTICLE 11 - ELECTION OF RESIDENCE.

In case of a dispute, the parties undertake to find an amicable solution.

In the absence of any conciliation, the dispute shall be referred to the Tribunal of grande instance de Saint Tropez, which is given exclusive jurisdiction, even in the case of an appeal or plurality of defendants.

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE CONTRACT IN ITS ENTIRITY BEFORE SIGNING. THIS CONTRACT MUST ONLY BE SIGNED IF YOU HAVE FULLY ACCEPTED THE TERMS AND CONDITIONS.

In signing this contract I fully accept the general terms and conditions of this charter contract from page 1 to page 5. I hereby authorise the hirer to obtain payment of sums due or could become eligible for payment in virtue of this charter agreement by debiting my credit or debit card presented before or during the charter.

Tenant

Date

RENTAL OF PLEASURE VESSEL

TENANT:

Name, first name:

Address :

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CREW LIST :

Name, first name	Date and place of birth	N° each identity
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REFERENCES WATER HEAD BOARD

Name..... First name.....
Born at Nationality
Adresse.....
Postal code..... Ville.....
Profession.....

1. How many years cruising experience do you have ?
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2. Have you ever been a skipper on charter boats or other? If yes, which ones?

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3. Cruises conducted
Boat Type Year Location
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4. Navigation program chosen for this location?
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5. Do you hold a motor license?
If yes, attach copies.

I certify the accuracy of this information above and accept that this document becomes part of the contract between myself and Tendance Voile

At the

Signature of Skipper
with previous pages initialed
(Preceded by the words "Read and approved")